

old settlement was to be ripped up, and the whole question re-examined, he would have been satisfied with correcting a single item in the statement of charges. He did not know, nor could he have known, what evidence was before the arbitrators, or upon what grounds they would proceed in determining the indebtedness of Mr. Calvert, growing out of the paternal succession of his wife, and when we consider how vitally important the question was to him and his children, it requires no little amount of credulity to believe that he would have made no inquiry upon the subject, but have left the arbitrators to decide the whole matter upon evidence of which he was entirely ignorant.

But it is insisted upon the part of the defendant, Mr. Charles B. Calvert, that by the express terms of the submission in this case, the paternal as well as the maternal succession of Mrs. Carter was referred to the arbitrators, and that all reasoning upon the subject founded upon probabilities and conjecture is unavailing. The agreement to submit, is to be found in bonds interchangeably executed and delivered by the parties each to the other. The bonds recite that "whereas the said Charles H. Carter and R. H. Stuart, in right of their respective wives, daughters of George Calvert and Rosalie Eugenia Calvert, deceased, and the children of the said Charles H. Carter, by virtue of the last will and testament of their mother, claim to be entitled to certain portions of the estates of the said George Calvert and Rosalie Eugenia Calvert, and of the father, aunt, and other relations and ancestors of the said Rosalie Eugenia, which estates have come to the hands of the said Charles B. Calvert, as the legal representative of his said father, George Calvert, deceased, and whereas the said parties have mutually agreed that all the differences between and among them, and all said claims as aforesaid, shall be left to the friendly arbitrament and decision, according to the principles of law and equity, of persons mutually to be chosen by them in order to avoid litigation," &c., and the parties, in the penalty of thirty thousand dollars, bind themselves respectively each to the other to abide by and perform the award of the arbitrators.

It is urged here that the terms "father, aunt, and other rela-